

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Homewatch International, LLC		09/08/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1378585	HOMEWATCH	
Registration Number:	2683038	HOMEWATCH CAREGIVERS	
Registration Number:	3168605	HOMEWATCH	
Registration Number:	3450883	PATHWAYS TO MEMORY	
Registration Number:	4309077	THE POWER OF CARE	
Registration Number:	4596839	SERVING THROUGH CARE	
Registration Number:	2471435	HOMEWATCH AT HOME LIVING ASSISTANCE	
Serial Number:	87383818	HOMEWATCH CAREGIVERS LET OUR FAMILY CARE	
Serial Number:	87568007	HOMEWATCH CAREGIVERS CARE360	
Serial Number:	87568051	HOMEWATCH CAREGIVERS CARE+	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$265.00 1378585

NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	09/08/2017
Total Attachments: 5 source=TCA - Trademark Security Agreement#page1.tif source=TCA - Trademark Security Agreement#page2.tif source=TCA - Trademark Security Agreement#page3.tif source=TCA - Trademark Security Agreement#page4.tif source=TCA - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 8th day of September, 2017, by Homewatch International, LLC, a Colorado limited liability company (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Amended and Restated Credit Agreement dated as of October 9, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of August 19, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HOMEWATCH INTERNATIONAL, LLC

By: 
Name: John Patrick Dannelly
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Daniel Green
Title: Director

SCHEDULE 1

Trademark	Owner	Registration Number	Registration Date
HOMEWATCH [& design]	Homewatch International, LLC	1378585	1/14/1986
HOMEWATCH CAREGIVERS	Homewatch International, LLC	2683038	2/4/2003
HOMEWATCH	Homewatch International, LLC	3168605	11/7/2006
PATHWAYS TO MEMORY	Homewatch International, LLC	3450883	6/17/2008
THE POWER OF CARE	Homewatch International, LLC	4309077	3/26/2013
SERVING THROUGH CARE	Homewatch International, LLC	4596839	9/2/2014
HOMEWATCH AT HOME LIVING ASSISTANCE	Homewatch International, LLC	2471435	7/24/2001
HOMEWATCH CAREGIVERS LET OUR FAMILY CARE FOR YOURS. [stylized]	Homewatch International, LLC	87383818 (pending: filed March 23, 2017)	N/A
HOMEWATCH CAREGIVERS CARE360	Homewatch International, LLC	87568007 (pending: filed August 14, 2017)	N/A
HOMEWATCH CAREGIVERS CARE+	Homewatch International, LLC	87568051 (pending: filed August 14, 2017)	N/A